



**Bid Number: 06-X-35621**

**NOTICE OF AWARD FOR:**

**ABOVE GROUND FUEL TANKS, ASSOCIATED EQUIPMENT,  
INSTALLATION/REMOVAL OF TANKS & SYSTEM SERVICE**

Date Issued: 10/01/05

Purchasing Agency

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Purchase Bureau, PO Box 230  
33 West State Street  
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey  
Cooperative Purchasing Members

## **Special Using Agency Instructions**

**When a Using Agency is looking for a contractor for Division II – Price Lines 24-34 they must provide the contractor with a detailed description of the job and get quotes from ALL contractors within the region the Using Agency is located. The contractor will then provide the Using Agency with pricing from its contract. The Using Agency would then pick the lowest contractor based on the quotes submitted.**

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Using Agencies. The purpose of this RFP is to solicit bid proposals for Above Ground Fuel Tanks, Associated Equipment, Installation/Removal of Tanks and systems Services as needed by the Using Agencies.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered.

The Standard Terms & Conditions, [Appendix 1](#) of this RFP, will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

**Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.**

### **1.2 BACKGROUND**

This is a repurchase of the **Above Ground Fuel Tanks** term contract, presently due to expire on **06/30/05**. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the world wide web. The applicable "T" reference number for this lookup is T0849. The exact WWW address is:

<http://www.state.nj.us/treasury/purchase/contracts.htm>

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors by e-mail. Written questions should be e-mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

E- Mail: <mailto:jackie.kemery@treas.state.nj.us>

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

##### **1.3.1.1 QUESTION PROTOCOL**

Questions should be e-mailed in writing to the attention of the assigned Purchase Bureau buyer. Questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

### 1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is fourteen (14) days prior to the bid opening date. Addenda, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

### 1.3.2 MANDATORY SITE VISIT

Not applicable to the RFP.

### 1.3.3 MANDATORY PRE-BID CONFERENCE

Not applicable to the RFP.

### 1.3.4 OPTIONAL PRE-BID CONFERENCE:

Not applicable to the RFP.

### 1.3.5 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

<b><u>DATE:</u></b>	<b>May 26, 2005</b>
<b><u>TIME:</u></b>	<b>2:00 PM</b>
<b><u>LOCATION:</u></b>	<b>BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230</b>  <b>Directions to the Purchase Bureau can be found on the following website:</b> <a href="http://www.state.nj.us/treasury/purchase/directions.shtml">http://www.state.nj.us/treasury/purchase/directions.shtml</a>

### 1.3.6 DOCUMENT REVIEW

Not applicable for this RFP.

## 1.4 ADDITIONAL INFORMATION

### 1.4.1 REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

**ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:**

**[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)**

**There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.**

**It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.**

#### **1.4.2 ADDENDUM AS A PART OF THIS RFP**

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

#### **1.4.3 ISSUING OFFICE**

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the vendor and the State for purposes of this RFP.

#### **1.4.4 BIDDER RESPONSIBILITY**

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

#### **1.4.5 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

#### **1.4.6 CONTENTS OF BID PROPOSAL**

The entire content of every bid proposal will be publicly opened and will become a matter of public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP by contacting the Purchase Bureau buyer.

#### **1.4.7 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award being made to the bidder.

#### **1.4.8 JOINT VENTURE**

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and business registration must be supplied by each party to the joint venture.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

**Addendum** - Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** - A change in the scope of work to be performed by the contractor. An amendment is not effective until signed by the Director, Division of Purchase and Property.

**Bidder** – A vendor submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

**Contractor** - The contractor is the bidder awarded a contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property.

**May** - Denotes that which is permissible, but not mandatory.

**Request for Proposal (RFP)** - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

**Shall or Must** - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal, as materially non-responsive.

**Should** - Denotes that which is recommended, but not mandatory.

**State** - State of New Jersey

**Using Agency[ies] or Agency[ies]** - The entity[ies] for which the Division has issued this RFP.



### 3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

This RFP is separated into two (2) divisions. Division I (price lines 00001-00023) is for the above ground fuel tank equipment. Division II (price lines #00024 -#00034) is for the installation and the removal of tanks. The bidder does not have to bid all the divisions to be considered for an award. However, if you chose to bid in Division I and/or Division II you MUST bid all line items in that Division in order to be considered for an award.

#### Division I - Equipment Requirements

### 3.1 INTENT

It is the intent of this section of the RFP to obtain equipment for the construction of new fuel facility. The bidder must submit prices for price lines 00001-00023 in order to be eligible for award of "Division I Equipment". Failure to do so will result in the rejection of its bid proposal for "Division I Equipment" only. The intent of the bidding format is to obtain one sole contractor for the "Division I Equipment" (price lines 00001 to 00023).

The bidder must be an authorized distributor. The bidder is not required to stock the equipment, which is requested in this RFP, but is required to make delivery to the user in the time frame stated on the cover sheet of the RFP.

All tank equipment (e.g. clock gauge, vent pipe, adapters, caps, etc.) purchased is to be installed by the tank manufacturer or distributor. Installation is to be completed at the time of delivery.

The bidder must provide, as part of its bid submission, detailed specifications and illustrated literature on the equipment it is proposing for price line items 00001-00023. Failure to provide the same with its bid proposal or within five (5) days of either written or verbal notification from the State will result in the rejection of its bid proposal for award of "Division I - Equipment" section.

### 3.2 TECHNICAL SPECIFICATIONS

#### SPECIFICATION #1 - (PRICING LINES 00001-00010)

##### ABOVE GROUND FUEL STORAGE TANK

##### CONVAULT, HALLMARK, HOOVER FIBERVAULT, HIGHLAND (APPROVED BRANDS)

##### OR APPROVED EQUAL

<b>Capacity:</b>	500 gal.	1000 gal.	2000 gal.	4000 gal.	6000 gal.
<b>Dimensions:</b>	4'-6" W	5'-8" W	8'-0" W	8'-0" W	8'-0" W
Should be	11'-0" L	11'-0" L	12'-0" L	18'-8" L	21'-1" L
Within 1-2")	4'-7" H	4'-8" H	5'-7" H	7'-0" H	8'-10" H
<b>Rating:</b>	UL 2085 2 hr. fire rated double wall for all sizes.				
<b>Warranty:</b>	30 year warranty for all size tanks. 30year warranty for outer coating of tanks.				
<b>Shape:</b>	Rectangular for all sizes.				

- Construction:** Double wall tank w/steel primary tank, monolithic concrete pour.
- Components:** Morrison Clock gauge, Monitoring Tube, Skid like supports, Emergency Vent System, 24" Manway (for tanks 5,000 gallons and above), Vent pipe code length with screw on top (pressure/vacuum for gasoline, std. for diesel), fuel fill w/containment (low profile, integral w/tank and embedded in surrounding concrete), drain, drain valve, or a drain pump, overfill preventer valve (Clay and Bailey F35 w/3" adapter, drop tube, and dust cap), two additional 4" top openings (for submersible pump and pipe connection) above the standard. Tanks are required to have a pressure or vacuum testable primary tank and secondary containment after installation.
- Accessories:** Signage on EACH side ("NO SMOKING", Hazardous Mat'l Diamonds w/appropriate numbers, "COMBUSTIBLE" or "FLAMMABLE" as applicable, product being stored, and Std. Signage): Fuel lid painted identifying inside of tank product per API: Freestanding steps and platform with handrails, 45 degree accent meeting OSHA standards and allowing waist height filling, capping (steel) of all unused openings. Stairs and platform shall be a painted finish.
- Finish:** Concrete Outer Shell Tanks - aggregate finish and sealed with acrylic-clear coat. Steel Outer Shell Tanks - Fiberglass coated. Light in color.

Gasoline tanks will require a stage 1 vapor recovery cap and adapter.

## SPECIFICATION #2 - (PRICE LINES 00011-00012)

### FUEL DISPENSER, GASOLINE OR DIESEL

#### GASBOY MODEL 9153AX SINGLE HOSE OR APPROVED EQUAL

#### Dispenser to have the following features:

- A. Electric powered, 115/230 VAC, 60 cycle
- B. Pump on/off switch
- C. Automatic shut-off nozzle and correct type for product pumped, no free-flow handle clip.
- D. Dispense up to 22 gallons/minute.
- E. 12 feet of 1 inch hose for diesel, standard size for gasoline.
- F. External filters (eliminate internal filters).
- G. Register up to 999.9 gallons in 10th's of a gallon.
- H. Totalizer.
- I. Automatic register reset.
- J. Swivels.
- K. Equipped with all options to be used on the E.J. Ward fuel management system.
- L. Provide for brand panel (product designation labels for unleaded gasoline and diesel fuel).
- M. High hose retractor (Gasboy).
- N. Stainless steel top and sides.
- O. A stage II balanced vapor recovery system with coaxial hose to be supplied. All components from the nozzle to the splitter valve as well as, any internal parts inside the dispenser is to be supplied.
- P. Fuel hose breakaway (not reconnectable) w/whip hose.

Contractor to supply the proper internal/external parts (e.g. strainer) for the product pumped.

**SPECIFICATION #3 - (PRICE LINES 00013 - 00014)**

**FUEL DISPENSER, GASOLINE OR DIESEL**

**GASBOY ASTRA, MODEL 9823 OR APPROVED EQUAL**

**The submersible pump to have the following features:**

- A. Power requirements - 115 VAC, 60 Hz.
- B. Pump on/off switch.
- C. Automatic shut-off nozzle and correct type for product pumped, no freehand flow handle clip.
- D. Stand alone pedestal.
- E. Hose: Diesel - 1", 14 foot (including breakaway).
- F. Register up to 999,000 gallons in tenths of gallon.
- G. Automatic register reset.
- H. Swivels.
- I. Provide for brand panel (product designation labels for unleaded gasoline and diesel fuel).
- J. Cabinet mount high hose retractor (Gasboy).
- K. Fuel hose breakaway w/whip hose.

**Pump Cabinet and Meter:**

- A. Power requirements - 115/230 VAC, 60 Hz, 3/4 HP.
- B. Pump - belt driven gear pump dispensing up to 22 gallons/minutes.
- C. Internal high flow hydro orb filters.
- D. Meter - 3 piston, positive displacement.
- E. Equipped with all options to be used on the E.J. Ward fuel management system.

**General Requirements:**

- A. Both electronic and mechanical totalizer.
- B. Vapor recovery system on gasoline units (hose, nozzle, internal, splitter, etc.).
- C. Contractor to supply the proper internal/external parts (e.g. strainer) for the product pumped.

**SPECIFICATION #4 - (PRICE LINES 00015)**

**Submersible In-Tank Pump**

**Red Jacket Model or Approved Equal**

**The submersible pump to have the following features:**

- A. 3/4 HP.
- B. Operate on 208-230 V, 60 cycle, single phase.
- C. Thermal over current protection.
- D. Two state centrifugal type pump.
- E. Pump and motor assembly easily installed through a 4 inch opening.
- F. Pressure relief and check valve.
- G. Mechanical line leak detector.
- H. Adjustable in-tank pipe.

- I. Red Jacket control boxes.
- J. Siphon check valve.
- K. "T" adapter for the mechanical line leak detector.

Pump to be installed in tank at time of delivery. Location to be as directed by the using agency.

## SPECIFICATION #5 - (PRICE LINES 00016 - 00017)

### FUEL MONITORING SYSTEM W/TAPE READ OUT

#### AND TANK PROBE, VEEDER ROOT MODEL TLS350R OR APPROVED EQUAL

##### **Controller Panel Capability:**

The Controller Panel should have the capability to display and monitor In-tank detection functions, Inventory reconciliation, automatic tank calibration and charting and external leak detection. Controller to be equipped with integral printer, LCD light groups identifying inventory, system status, setup and diagnostic and an internal telephone fax/modem/dialer. Controller shall include all software and interface modules for the probes, sensors, dispenser, dispenser interface module, alarms, modems and other input/output devices required for a complete system. The console panel shall be able to control four (4) tanks and the price shall include one mag probe, one interstitial sensor and one piping sump sensor.

The mag probe must include a 4"cap, ring kit and AST installation kit. Bidders must include a float set which will fit the tank supplied.

Bidders are to provide a price on line item 00017 for an additional mag probe, interstitial sensor and one piping system.

##### **Accessories:**

Magnetostrictive technology type, inventory control and in-tank testing probe assembly, annular space liquid sensing probe and piping sump sensing probe (model 794380-320, 3 wire), universal sensor mounting bracket for each sump sensor. Piping sump probe to differentiate between fuel and water. A Veeder Root interstitial probe, which does not differentiate between fuel and water is acceptable. At time of installation, the contractor is to supply four hours per site of Veeder Root startup and training.

## SPECIFICATION #6 - (PRICE LINE 00018 - 00020)

### FUEL MONITORING SYSTEM W/PANEL LIGHTS

#### OMNTEC OR APPROVED EQUAL

<b>Model:</b>	L1PD2 3 sensors	L2PD4 6 sensors	L3PD6 9 sensors
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**Panel Features:** Distinguishes liquid hydrocarbons from water.  
 Yellow lights to indicate water.  
 Red lights to indicate fuel.  
 Green lights to indicate panel power.  
 Audible alarm w/silencing button.  
 Test button.  
 Remote enunciator RA-4, 95dB pulsing horn, 4 tank to be supplied.

**Accessories:** Contractor is to provide full set of sensors for each model as listed below:

**L1PD2:**

(1) Model PDWS sensor for monitoring the interstice of double wall steel tanks.

(1) Model PDS sensor for monitoring containment sumps, dispenser pans, and interstice of AST's.

(1) Model L-2-L double point liquid level sensor, for greater than 36" length.

**L2PD4:**

(2) Model PDWS sensor for monitoring the interstice of double wall steel tanks.

(2) Model PDS sensor for monitoring containment sumps, dispenser pans, and interstice of AST's.

(2) Model L-2-L double point liquid level sensor, for greater than 36" length.

**L3PD6:**

(1) Model PDWS sensor for monitoring the interstice of double wall steel tanks.

(1) Model PDS sensor for monitoring containment sumps, dispenser pans, and interstice of AST's.

(1) Model L-2-L double point liquid level sensor, for greater than 36" length.

**SPECIFICATION #7 - (PRICE LINES 00021 - 00023)**

**ABOVE GROUND WASTE OIL STORAGE TANK**

<b>Capacity:</b>	500 gal.	1,000 gal.	2,000 gal.
<b>Rating:</b>	Double wall steel, UL 142 for all tanks.		
<b>Shape:</b>	Cylindrical for all tanks.		
<b>Dimension:</b>	Standard mid range length and diameter within the tank industry.		
<b>Components:</b>	Morrison Clock Gauge, Monitoring Tube, Saddle or Skid Mounted, Emergency Vent System, Vent Pipe code length w/screw on top. Fill w/containment with a drain, drain valve or drain pump (low profile, integral w/tank) at end of tank, Overfill Preventer Valve with a dust cap, Morrison 9095A or approved equal, two additional 4" top tank openings (for other pipe connections) above the standard.		
<b>Accessories:</b>	Signage on EACH side ("NO SMOKING", Hazardous Mat' Diamonds w/ appropriate numbers, "COMBUSTIBLE" or "FLAMMABLE" as applicable, Product being stored and std. Signage); Fuelfill lid painted identifying inside of tank product as per API: steps and platform is to be freestanding with handrails and a painted finish, 45 degree accent, meeting OSHA stds. and allowing waist height filling; capping "steel" of all unused openings; waste oil screened dumping sump w/air driven lifting pump and portable hose		

for removing remote oil, valving, piping and similar in design to the SCAT model WOP-100 or approved equal.

The waste oil pump is to be constructed of carbon steel with a finish light in color. It is to be stand alone and shipped loose.

**Finish:** Polyurethane paint, which is light in color.

Waste oil tank compartment is to be: 36" wide x 18" deep x 10 " high for the 500, 1000 and 2000 gallon tanks. A screen is to be supplied. The waste oil air driven pump is to have a 1" inlet and a 1" outlet. The cover does not have to be water tight but is to be water protected. The lid edges are to overlap the opening. The waste oil tank is to be shipped loose with the installation to be done by others.

## **Division II - Installation & Tank Removal Requirement**

### **3.2 INSTALLATION, TANK REMOVAL AND INSTALLATION REQUIREMENTS - (PRICE LINES 00024 - 00034)**

#### **3.2.1 INTENT**

It is the intent of this section of the RFP to obtain construction, maintenance, and tank removal services for the installation of new and existing fuel facilities. The bidder must submit prices for price lines 00024-00034 in order to be eligible for award for "Division II - Installation & Tank Removal". Failure to do so will result in the rejection of its bid proposal for "Division II - Installation & Tank Removal" only. This award will be a multiple vendor award.

The method of using this section of the RFP by the State agencies will be to obtain a fixed cost quotation from all contract awardees for a specific region. Contractors would then prepare a quote based on the technical requirements set forth by the Using Agency. Contractors will use their State contract pricing to submit their offers for the project with the award going to the low bid offer.

Bidders do not have to bid on "Division I" to submit a bid proposed for "Division II" requirements of this RFP.

3.2.2 It is intended that installation will be performed by contractors or any subcontractors listed.

3.2.3 Removal and disposal of the old tank will be the responsibility of the contractor. The State will pay the cost of the new equipment, its installation and disposal of contaminated soil #ID-27 as defined in this specification.

3.2.4 This contract may be used for removal of tanks without replacement. If this option is used, agencies will pay for tank disposal using the labor rates indicted in the award for the work needed.

3.2.5 The contractors selected are **NOT TO OFFER** engineering sampling, well monitoring or other types of professional services to Municipal Governments, School Boards or the Cooperative Purchasing entities or New Jersey State Agencies. Local government participants who wish to procure these services will do so by using the provision of local public contract law N.J.A.C. 40A:11 et seq., or other appropriate statutory authority.

3.2.6 The State will contract separately for engineering services, chemical analysis, well monitoring, remedial action and disposal of contaminated soil, with the exception of waste class ID-27. Bidders may bid a cubic ton for disposal of waste class ID-27 (price line #00031).

### **3.3 MATERIALS NEEDED FOR INSTALLATION**

Bidders are to provide a mark-up of invoice pricing (not to exceed 10%) for clean fill needed for tank installation on pricing line #00033 of the bid pricing sheets.

#### **IMPORTANT:**

Contractors are strictly advised NOT to supply materials such as concrete, cement, stone and sand that may be needed to complete installation of tanks, by using the pricing mechanism established on price line #00033 of the bid pricing sheets. Since these materials are available under separate State contracts as listed below, State Agencies will **ONLY** use the pricing established under these contracts to order such material, if needed. Pricing line #00033 will only be used for ordering material not covered under any State contracts (e.g. clean fill).

**The State Contracts available for the materials are as follows:**

T-0150 - Cement Bagged Portland Delivered  
T-0157 - Concrete Transit, Mix Delivered  
T-0142 - Stone, Sand and Gravel Pick-Up and Delivered

Bidder's providing a mark-up of more than 10% over invoice prices will be rejected for award of price line #00033 and therefore, will not be eligible for award of "Division II - Installation and Tank Removal Requirement" section.

### 3.4 TANK SYSTEM COMPONENTS (MECHANICAL & ELECTRICAL)

Bidders are to provide a mark-up of invoice pricing (not to exceed 10%) for tank system components on pricing line #00034 of the bid pricing sheets.

Bidders providing a mark-up of more than 10% over invoice price will be rejected for award of price line #00034 and consequently will not be eligible for award of contract for "Division II - Installation and Tank Removal Requirement" section of this RFP.

### 3.5 MANUFACTURER'S STANDARD SPECIFICATIONS (DIVISION II ONLY)

The manufacturer's standard specifications are to be supplied by the contractor upon request and are to be consulted by the Using Agency to determine which type and size of aboveground storage tank and associated equipment best meets their needs for a particular project.

## Additional Terms and Conditions for Division I and II

### 3.6 REGIONS:

For purposes of contract awards, the State has been divided into the following regions (Division II Only):

**Northern Delivery Region** includes Bergen, Essex, Hudson, Morris, Passaic, Somerset, Sussex, Union and Warren Counties.

**Central Delivery Region** includes Burlington, Hunterdon, Mercer, Middlesex, Monmouth and Ocean Counties.

**Southern Delivery Region** includes Atlantic, Camden, Cape May, Cumberland, Gloucester and Salem Counties.

A bidder may bid on any one or more region(s), but the bidder must service the entire region bid.

The bidder is to check which region(s) they wish to serve.

(\_\_\_\_) Northern                      (\_\_\_\_) Central                      (\_\_\_\_) Southern

The prices submitted shall apply to all using agencies in the region bid. If awarded a contract, the contractor must service all counties and using agencies in the region(s) awarded.

Bids for less than a complete region will not be considered for award for that region only. (Do not check individual counties.)

### **3.7 WARRANTY**

All tanks, piping systems, monitoring devices and auxiliary equipment sold and installed under this contract are to be covered by the manufacturer's standard warranty and warranty period.

### **3.8 DELIVERY**

3.8.1 All items are to be FOB destination. Contractor shall be responsible for the delivery of equipment in first class condition at the point of delivery, and in accordance with good commercial practice. The contractor is responsible for unloading all equipment at the site.

3.8.2 Contractors(s) will furnish a delivery schedule as to time required for delivery from receipt of order and will notify the agency at least forty-eight hours in advance of shipment so that necessary arrangements can be made. The equipment distributor or factory will be responsible for the unloading of the tanks at the site.

3.8.3 If deliveries can not be effected within the stated time after receipt of order, ordering agency shall be advised immediately to permit purchase from a secondary source. There will be no back ordering, except upon specific approval of ordering agency.

3.8.4 The Director reserves the right to authorize the using agency to obtain equipment necessary to function properly from any available source in the event contractor fails to meet his delivery commitments. In such event, the order will be canceled and the difference in price is to be paid by the defaulting contractor.

3.8.5 Contractor deliveries for all items shall be made at such time and in such quantities as ordered in strict accordance with the instructions from the using agency.

### **3.9 REPLACEMENT OF UNSATISFACTORY ITEMS:**

In the event the item(s) supplied during the warranty period, in the opinion of the State, is not providing satisfactory performance or requires an excessive amount of remedial maintenance the contractor, after notice in writing by the State that such a situation exists, agrees to remove and replace the defective unit as per the original specifications within ten 10 days of such notice at no cost to the State. Failure to comply with this provision may result in the cancellation of order for said unit with the State reserving the right to order similar unit from any available source. The difference in cost including transportation and installation costs, to be paid by the defaulting contractor.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The bidder must follow instructions contained in this RFP and on the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The first page (face) of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the first page (face) of this RFP must be signed by a general partner. If the bidder is a joint venture, the first page (face) of this RFP must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

No changes or white outs will be permitted on the specification sheets, unless each change is initialed and dated in ink by the bidder.

### **4.2 PROPOSAL DELIVERY AND IDENTIFICATION**



In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID PROPOSAL PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** (See RFP cover sheet).

#### 4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **two (2) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

#### 4.4 PROPOSAL CONTENT

The bid proposal should be submitted as follows:

- Forms (Section 4.4.1)

CONTENTS	RFP SECTION REFERENCE	COMMENTS
<b>Forms</b>	<a href="#">Cover sheet</a>	Completed and signed cover sheet (Page 3 of this RFP)
	<a href="#">4.4.1.1</a>	Ownership Disclosure Form ( <a href="#">Attachment 1</a> )
	<a href="#">4.4.1.2</a>	MacBride Principles Certification ( <a href="#">Attachment 2</a> )
	<a href="#">4.4.1.3</a>	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate ( <a href="#">Attachment 3</a> )
	<a href="#">Appendix 1 - 1.1 of the Standard Terms &amp; Conditions</a>	Business Registration from Division of Revenue

#### 4.4.1 FORMS

##### 4.4.1.1 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

##### 4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

##### 4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP.

#### 4.4.1.4 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

**FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.**

The bidder may go to [www.nj.gov/njbgs](http://www.nj.gov/njbgs) to register with the Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Appendix 1, Section 1.1. of the Standard Terms and Conditions and Section 5.3 of this RFP for additional information concerning this requirement.

#### 4.4.1.5 EXECUTIVE ORDER 134

Refer to Section 5.18 of this RFP for more details concerning this requirement.

#### 4.4.1.6 SET-ASIDE CONTRACTS

This is a contract with set aside subcontracting goals for Small Businesses. **All bidders** must include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form (Attachment 6). Bidders intending to utilize subcontractors **must** also include a completed and signed **Subcontractor Utilization Plan form** (Attachment 6). Failure to submit the required forms shall result in a determination that the bid is materially nonresponsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce and Economic Growth Commission at (609) 292-2146.

#### 4.4.1.7 EXECUTIVE ORDER 129

**THE BIDDER SHOULD SUBMIT WITH ITS BID PROPOSAL A COMPLETED SOURCE DISCLOSURE FORM.**

Refer to Section 5.19 and Attachment 7 for more information concerning this new requirement.

#### 4.4.1.8 BID BOND

Not applicable for this RFP.

### 4.4.2 SUBMITTALS

Bidder(s) must provide as part of their bid submission detailed specifications and illustrated literature on all equipment they are proposing for price line items 00001-00023. Failure to provide specifications and illustrated literature with its bid proposal or within five (5) days of either written or verbal notification from the State will result in the rejection of its bid proposal for award of "Division I – Equipment" section only.

#### 4.4.2.1 DISCLOSURE OF PRODUCT COMPOSITION

Not applicable to this RFP.

#### 4.4.2.2 BIDDER DATA SHEET

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

1. Name of individual that may be contacted at all times if information, service, or problem solving is required by the Using Agency. This service shall be available at no additional charge.

**(PLEASE PRINT OR TYPE)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

2. Years of this individual's experience in servicing similar accounts: \_\_\_\_\_

3. Identify the similar accounts this individual has serviced:

\_\_\_\_\_

\_\_\_\_\_

#### 4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP.

1. Name of customer provided as reference: \_\_\_\_\_

Name of individual State may contact to verify reference:

1<sup>st</sup> individual: \_\_\_\_\_ Phone # of contact person: \_\_\_\_\_

2<sup>nd</sup> individual: \_\_\_\_\_ Phone # of contact person: \_\_\_\_\_

Length of time services provided by the bidder to this customer: \_\_\_\_\_

2. Name of customer provided as reference:

1<sup>st</sup> individual: \_\_\_\_\_ Phone # of contact person: \_\_\_\_\_

2<sup>nd</sup> individual: \_\_\_\_\_ Phone # of contact person: \_\_\_\_\_

Length of time services provided by the bidder to this customer: \_\_\_\_\_

3. Name of customer provided as reference

1<sup>st</sup> individual: \_\_\_\_\_ Phone # of contact person: \_\_\_\_\_

2<sup>nd</sup> individual: \_\_\_\_\_ Phone # of contact person: \_\_\_\_\_

Length of time services provided by the bidder to this customer: \_\_\_\_\_

#### 4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Provide a list of contracts, if any, your firm has been terminated from during the last three years along with the reason that your contract was terminated. List name of contact person and phone number of the firm which terminated your firm's contract.

1. Name of Firm:\_\_\_\_\_

Contact Person:\_\_\_\_\_

Phone Number:\_\_\_\_\_

Reason for Termination:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Name of Firm:\_\_\_\_\_

Contact Person:\_\_\_\_\_

Phone Number:\_\_\_\_\_

Reason for Termination:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name of Firm:\_\_\_\_\_

Contact Person:\_\_\_\_\_

Phone Number:\_\_\_\_\_

Reason for Termination:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **4.4.2.5 SAMPLES/SAMPLE TESTING**

Not applicable for this RFP.

#### **4.4.2.6 FINANCIAL CAPABILITY OF THE BIDDER**

If requested, the bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract within five (5) days of request. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets,

liabilities, net worth, revenues, expense, profit or loss and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

#### **4.4.2.7 SUBCONTRACTOR(S)**

- A. **All bidders must** complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

- B. Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.
- C. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- D. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- E. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- F. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

#### **4.4.2.8 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.

#### **4.4.3 COST PROPOSAL**

The bidder must submit its pricing using the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

#### **4.4.4. PRICE SHEET INSTRUCTIONS**

- A. Bidder(s) submitting a bid proposal for "Division 1 Equipment" must provide pricing for price line items 00001 to 00023 of this RFP, and must include manufacturer's brand and model number for the equipment bid.

- B. Bidder(s) submitting a bid proposal for "Division II, Installation and Tank Removal Services", must provide an hourly rate on price line items 00024-00032, of this RFP.
- C. Bidder(s) submitting a bid proposal for "Division II, Installation and Tank Removal Services", must provide a mark-up **not to exceed 10%** over invoice price on price line items 00033-00034, of this RFP. Bidder's exceeding the 10% mark-up will be rejected and will not be eligible for an award in "Division II".
- D. Bidder(s) are to check which region(s) they wish to service on the first price line of each Division.

## 5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

Not applicable to this RFP.

### 5.2 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the Standard Terms and Conditions [Appendix 1](#) of the RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the Standard Terms and Conditions, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

### 5.3 BUSINESS REGISTRATION

The following shall supplement the Standard Terms and Conditions pertaining to Business Registration set forth in, [Appendix 1, Section 1.1](#).

"Affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

"Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

"Business registration" means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury;

"Contractor" means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

"Contracting agency" means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit; with respect to this Contract, the contracting agency shall mean the Division;

"Subcontractor" means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A bidder shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors,

updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

This paragraph shall apply to all contracts awarded on and after September 1, 2004

## 5.4 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of two (2) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **two (2)** one-year periods, by the mutual written consent of the contractor and the Director.

## 5.5 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

## 5.6 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes is made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

## 5.7 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and signed by the contractor and the Director.

## 5.8 PROCEDURAL REQUIREMENTS AND AMENDMENTS

5.8.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.8.2 During the period of the contract, no contractual changes are permitted, unless approved in writing by the Director.

5.8.3 The State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

## 5.9 ITEMS ORDERED AND DELIVERED

The Using Agencies are authorized to order and the contractors are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agencies reveal that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director in the termination of the contract or in the award of any subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.



The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

## **5.10 DISCLOSURE OF PRODUCT COMPOSITION**

Not applicable to this RFP.

## **5.11 REMEDIES FOR NON-PERFORMANCE**

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

## **5.12 MANUFACTURING/PACKAGING REQUIREMENTS**

5.12.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.12.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with good commercial practice.

5.12.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to insure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

## **5.13 PERFORMANCE BOND**

This section supplements Section 3.3b of the Standard Terms and Conditions. A performance bond is required. The amount of the performance bond is noted on the RFP cover sheet. The performance bond must be posted within 30 days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof.

## **5.14 CLAIMS**

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

## **5.15 CONTRACTOR RESPONSIBILITIES**

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

## 5.16 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

## 5.17 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, the contractor must provide, on a yearly basis, to the Purchase Bureau buyer assigned, a record of all purchases made under its contract. This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume under contract, subtotaled by product.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement.

Contractors are encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to submit these mandated reports will be a factor in future award decisions.

## 5.18 REQUIREMENTS OF EXECUTIVE ORDER 134

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

### 5.18.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person's spouse or child, residing in the same household.

#### 5.18.2 BREACH OF TERMS OF EXECUTIVE ORDER 134

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of this Order, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of EO 134; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

#### 5.18.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee with the Notice of Intent to Award.

#### 5.18.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

#### **5.19 REQUIREMENTS OF EXECUTIVE ORDER 129**

Not applicable to this RFP.

## **6.0 PROPOSAL EVALUATION/CONTRACT AWARD**

### **6.1 CONTRACT EVALUATION**

For a product bid that has been determined to be in compliance with this RFP, the contract shall be awarded on the basis of the following criteria, not necessarily listed in the order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.1.4 Bidder meets all technical specification as outlined in Section 3.0 of this RFP.

6.1.5 Bidder submits all required mandatory submittals.

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 CONTRACT AWARD**

One primary award and one secondary award will be made per region for pricing lines 00001-00023 (Division I), awards will be made to all responsive bidders for price lines 00024-00034 (Division II) with reasonable promptness by written notice to that responsible bidders whose bids, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when The Director of the Division of Purchase and Property determines that it is in the public interest to do so.

### **6.4 DIVISION I AWARD**

The bidders must bid all line items in Division I (00001-00023) to be considered for an award. The award will be based on the lowest cost for all line items added together. Failure to bid all line items 00001-00023 will result in the rejection of your bid for Division I award only.

### **6.5 DIVISION II AWARD**

The bidder must bid all line items 00024-00034 be considered for an award. Awards will be made to all responsive bidders in Division II. Failure to bid all line items 00024-00034 will result in the rejection of your bid for Division II award only.